



# City of NORFOLK

C: Dir., Department of General Services

To the Honorable Council  
City of Norfolk, Virginia

June 28, 2016

From: David S. Freeman, AICP  
Director of General Services

**Subject:** Right of Entry Agreement  
with New Hope Church of God in  
Christ

Reviewed: Sabrina Joy Hogg  
Sabrina Joy-Hogg, Deputy City Manager

**Ward/Superward:** 2/7

Approved: Marcus D. Jones  
Marcus D. Jones, City Manager

**Item Number:**

**R-5**

I. **Recommendation:** Adopt Ordinance

II. **Applicant:** New Hope Church of God in Christ  
616, 618, and 620 W. 35<sup>th</sup> Street  
Norfolk, VA

III. **Description:**

This agenda item is an ordinance to approve a right of entry agreement between the City of Norfolk (the "city") and New Hope Church of God in Christ ("New Hope") to permit New Hope's use of city-owned property located at 616, 618, and 620 W. 35<sup>th</sup> Street (the "properties").

IV. **Analysis**

This agreement will permit New Hope to enter upon and use the properties for their annual vacation bible school event from July 11 - July 15, 2016. This event is open to the public and the city will have access to the properties at all times. Food will be provided to attendees and field trips are available to program participants. The city will also have access to the property at all times.

V. **Financial Impact**

Liability insurance for New Hope  
Church of God in Christ

The City has been named as an additional insured in  
the amount of \$1,000,000 per occurrence; therefore,  
there should be no financial risk to the City.

VI. **Environmental**

There are no known environmental issues associated with this property.

**VII. Community Outreach/Notification**

Public notification for this agenda item was conducted through the city's agenda notification process.

**VIII. Board/Commission Action**

N/A

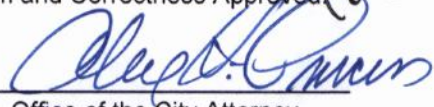
**IX. Coordination/Outreach**

This ordinance has been coordinated with the Department of General Services – Office of Real Estate and the City Attorney's Office.

**Supporting Material from the City Attorney's Office:**

- Ordinance
- Right of Entry Agreement

Form and Correctness Approved: 

By   
Office of the City Attorney

Contents Approved:

By   
DEPT. General Services

NORFOLK, VIRGINIA

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## ORDINANCE No.

AN ORDINANCE APPROVING A RIGHT OF ENTRY PERMITTING THE NEW HOPE CHURCH OF GOD IN CHRIST TO GO UPON AND USE THAT CERTAIN CITY OWNED PROPERTY NUMBERED AND DESIGNATED AS 616, 618, AND 620 W. 35<sup>TH</sup> STREET.

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BE IT ORDAINED by the Council of the City of Norfolk:

Section 1:- That the Right of Entry between the City of Norfolk ("City") and New Hope Church of God in Christ ("New Hope") that permits New Hope to go upon and use for certain purposes that certain property owned by the City and numbered and designated as 616, 618, and 620 W. 35<sup>th</sup> Street, a copy of which Right of Entry is attached hereto and incorporated herein as Exhibit A, is hereby approved.

Section 2:- That the City Manager and other proper officers of the City are authorized to execute the Right of Entry on behalf of the City and to do all things necessary and proper in furtherance thereof.

Section 3:- That the City Manager is further authorized to correct, amend or revise the Right of Entry as he may deem appropriate, consistent with the Council's intent as expressed herein.

Section 4:- That this ordinance shall be in effect from and after the date of its adoption.



## EXHIBIT A TO ORDINANCE

**THIS RIGHT OF ENTRY AGREEMENT** ("Agreement"), made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the **CITY OF NORFOLK**, a municipal corporation of the Commonwealth of Virginia ("City"), Grantor, and **NEW HOPE CHURCH OF GOD IN CHRIST** ("New Hope"), Grantee.

### WITNESSETH:

The City does hereby grant to New Hope permission to enter upon and use certain City-owned parcels of property numbered and designated as 616, 618, and 620 W. 35<sup>th</sup> Street ("Property") from July 11<sup>th</sup> through July 15<sup>th</sup>, 2016 for the purpose of preparing for and hosting New Hope's "Vacation Bible School Program" ("Event"), which Event includes the placement of a tent on the Property for such purpose.

This Agreement shall be subject to the following terms and conditions:

1. The Event term and schedule authorized by this Agreement shall be as follows:

July 11, 2016 July 12, 2016 July 13, 2016 July 14, 2016 July 15, 2016	7:00AM – 8:30AM	Set up and preparation
July 11, 2016 July 12, 2016 July 13, 2016 July 14, 2016 July 15, 2016	8:30AM – 9:00PM	Event
July 11, 2016 July 12, 2016 July 13, 2016 July 14, 2016 July 15, 2016	9:00PM – 10:00PM	Clean up

2. The Right of Entry for the Event is subject to the City's right of revocation, at any time, and in its sole discretion.
3. The City shall have access to the Property at all times.

4. Prior to entering upon the Property, New Hope shall obtain all necessary permits and authorizations required for their intended use of the Property.

5. New Hope expressly agrees to indemnify, defend, and hold the City harmless from and against any and all claims, loss, damage, injury, and liability however caused, resulting from, arising out of, or in any way connected with New Hope's use of the Property.

6. New Hope, at its own cost and expense, shall take out and keep in full force and effect, liability insurance with a company authorized to do business in the Commonwealth of Virginia, insuring itself and naming the City as an additional party insured in the amount of at least \$1,000,000.00 against liability for the death or injury to any person or persons, and in the amount of \$100,000.00 for destruction of property from any and all claims, actions, and suits that may be asserted or brought against New Hope, or its successors, assigns, or against the City.

7. Upon the expiration of this Right of Entry, New Hope shall restore the property to its original condition, as it existed prior to entry, and shall repair any damage that results from New Hope's use of the Property.

8. This Agreement and the Right of Entry may not be assigned by New Hope Church to another entity.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officials as of the day and year first above written.

**(SIGNATURE PAGES FOLLOW)**

**NEW HOPE CHURCH OF GOD IN CHRIST**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**COMMONWEALTH OF VIRGINIA,**  
**CITY OF \_\_\_\_\_, to wit:**

I, \_\_\_\_\_, a Notary Public of the City of \_\_\_\_\_,  
Commonwealth of Virginia, do hereby certify that \_\_\_\_\_,  
\_\_\_\_\_ (Title) of New Hope Church of God in Christ, whose name is signed in the  
foregoing Right of Entry Agreement, has acknowledged the same before me in my City and State  
aforesaid.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public

Registration No.: \_\_\_\_\_

**CITY OF NORFOLK**

By: \_\_\_\_\_ (SEAL)  
City Manager

**ATTEST:**

\_\_\_\_\_  
City Clerk

**COMMONWEALTH OF VIRGINIA,  
CITY OF NORFOLK, to-wit:**

I, \_\_\_\_\_, a Notary Public of the City of Norfolk, Commonwealth of Virginia, whose term of office expires on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, do hereby certify that Marcus D. Jones, City Manager, and R. Breckenridge Daughtrey, City Clerk, respectively, of the City of Norfolk, whose name is signed in the foregoing Right of Entry Agreement, has acknowledged the same before me in my City and State aforesaid.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public  
Registration No.: \_\_\_\_\_

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Director of General Services

**APPROVED AS TO FORM AND CORRECTNESS:**

\_\_\_\_\_  
Assistant City Attorney